

REQUEST FOR LETTERS OF RESPONSE
CONSTRUCTION, ENGINEERING, INSPECTION SERVICES
JAY ELEMENTARY SCHOOL SIDEWALKS

Notice is hereby given that the Santa Rosa County Board of County Commissioners is calling for and requesting letters of response for CEI services for the construction of the Jay Elementary School Sidewalks project. Santa Rosa County is looking for a firm to provide this service. Proposals must conform to the specifications. Professional services required shall be secured in accordance with the County's Procurement Policy.

All proposals must be in writing and delivered by hand, mail, or Fed EX to the Santa Rosa County Procurement Department, 6495 Caroline Street Suite G, Milton, Florida 32570, and must be received by 10:00 a.m., August 21, 2012. Only proposals received by the aforesaid time and date will be considered. All proposals shall be sealed and clearly labeled, "**JAY ELEMENTARY SCHOOL SIDEWALKS - CEI**". Please provide the original proposal, labeled "ORIGINAL", and ELEVEN (11) copies labeled "COPY" (12 total complete packages) and 1 CD.

Specifications may be secured from the Santa Rosa County Website (www.santarosa.fl.gov/bids) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1870

Questions concerning this request should be directed in writing to Chris Phillips, P.E. at chrisp@santarosa.fl.gov no later than 2:00 pm on August 10, 2012.

The Board of County Commissioners reserves the right to waive informalities in bids, to reject any or all bids with or without cause, and to accept the bid that in its judgment is in the best interest of Santa Rosa County, FL

This project is federally funded with assistance from the Florida Department of Transportation and the Federal Highway Administration. By submitting a Letter of Response, the consultant certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

By order of the Board of County Commissioners of Santa Rosa County, Florida

July 14, 2012

MEMORANDUM

TO: Company Addressed

FROM: Santa Rosa County Procurement Department

SUBJECT: Request for Letters of Response for CEI Services

Notice is hereby given that the Santa Rosa County Board of County Commissioners is calling for and requesting letters of response for CEI services for the construction of the **JAY ELEMENTARY SCHOOL SIDEWALKS**. Santa Rosa County is looking for a firm to provide this service. Proposals must conform to the specifications. Professional services required shall be secured in accordance with the County's Procurement Policy.

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Questions concerning this request should be directed in writing to Chris Phillips, P.E. at chrisp@santarosa.fl.gov no later than 2:00 pm on August 10, 2012.

The Board of County Commissioners reserves the right to accept or reject any and all proposals in whole or in part, and to waive all informalities.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

SECTION I

INFORMATION AND INSTRUCTIONS

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be labeled "JAY ELEMENTARY SCHOOL SIDEWALKS - CEI". Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 Proposal Format: Proposals shall be submitted in the following format and include the following information.

- A. Detailed description of project approach as requested in the Scope of Services
- B. Qualifications and experience as detailed in the Scope of Services

1.3 It is the sole responsibility of the **PROPOSER** to assure that they have received the entire Request for Letters of Response.

1.4 Proposers will be notified in writing of any change in the specifications contained in this Request.

1.5 No verbal or written information which is obtained other than through this Request or its addenda shall be binding on the Santa Rosa County. No employee of Santa Rosa County is authorized to interpret any portion of this Request or give information as to the requirements of the Request in addition to that contained in or amended to this written Request document.

1.6 Right of Rejection and Clarification: Santa Rosa County reserves the right to reject any and all proposals and to request clarification of information from any proposer. Santa Rosa County is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

1.7 Request for Additional Information: Prior to the final selection, proposers may be required to submit additional information which the County may deem necessary to further evaluate the proposer's qualifications.

- 1.8 Denial of Reimbursement:** Santa Rosa County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 1.9 Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of Santa Rosa County for the purpose of influencing consideration of this proposal.
- 1.10 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
- 1.11 Right of Negotiation:** Santa Rosa County reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 1.12 Exceptions to the Request:** Proposers may find instances where they must take exception with certain requirements or specifications of the Request. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for Santa Rosa County, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions.
- 1.13 Indemnification:** Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless Santa Rosa County, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.
- 1.14 Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this Request, and all reports, charts, and other documentation submitted by proposers shall become the property of Santa Rosa County when received.
- 1.15 Copies:** An original, eleven copies, and 1 CD of the proposal and supporting documents must be submitted in response to the Request. All responses must relate to the specifications as outlined.
- 1.16 Insurance:** The individual/firm that is chosen will be required to provide proof of Workers' Compensation Insurance for all of its workers that is consistent with the Florida Workers' Compensation law.

- 1.17 Discriminatory Vendor List and Debarment/Suspension:** An entity or affiliate, who has been placed on the discriminatory vendor list, as maintained by the Florida Department of Management Services, may not submit a bid. Additionally, an entity or affiliate shall not be Debarred or Suspended in accordance with Executive Order 12549, Debarment and Suspension (2 CFR 1326).
- 1.18 Submittal of Qualifications:** Proposals should include experience and qualifications as described in the Scope of Services. Additional information may be submitted as appropriate to further describe proposer and the firm's capabilities.
- 1.19 Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Consultant agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Proposers certify that all equipment, services and or goods provided to Santa Rosa County comply with the Department of Justice ADA Title III Regulations.

- 1.20 Contacts:** Proposers must submit proposals in accordance with the instructions contained in this Request. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package.

Questions regarding this request for proposals should be directed to:

Orrin L. Smith

Procurement Officer

(850) 983-1870

[email: orrins@santarosa.fl.gov](mailto:orrins@santarosa.fl.gov)

Technical Questions should be addressed to:

Chris Phillips, Project Engineer

(850) 983-7100

[email: chrisp@santarosa.fl.gov](mailto:chrisp@santarosa.fl.gov)

Request for Letters of Response

JAY ELEMENTARY SCHOOL SIDEWALKS

Project Description:

Santa Rosa County CEI General Consultant Construction Support

This contract will be executed up to the maximum amount of \$35,000. This amount is that which is included in the current LAP agreement with FDOT.

Project Contact: Chris Phillips, P.E. 850-981-7100 chrisp@santarosa.fl.gov

Special Notes:

The County staff will review the submitted letters of response and provide a recommendation of award to the Board of County Commissioners (BOCC). The BOCC will have to option to approve the staff recommendation or interview applicants at the Board's discretion. Letters should address the items under EVALUATION CRITERIA and will be limited to six (6) pages in length, 10 point font or larger. Submit 12 hardcopies and 1 CD for review to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite G, Milton, FL 32570 ATTN: Orrin Smith. The following items are to be included in the submittal but, will not be counted towards the six page limit (all forms are attached at the back of the scope of services)

- Proposed Sub-consultant Listing Form
- Bid Opportunity List Form
- CEI Consultant Affirmation Form
- One (1) Page Staffing Matrix Form
- DBE Participation Statement Form
- Two (2) Page Resume for Each Person Proposed, Including Sub-consultants

Evaluation Criteria:

The letters of response will be graded on the following:

The consultant should demonstrate their understanding of the scope of services and of any unique issues expected to be involved in the Project that might lead to cost overruns and time delays. The consultant should submit a staffing plan which clearly shows the elements of the organizational structure necessary to complete this Project. The plan should include the administrative and technical aspects of the Project. Key personnel must be identified by discipline and past work experience as it relates to this particular project.

Response Procedures:

Qualified consultants are encouraged to submit a letter of response by August 21, 2012 by no later than 10:00 a.m. central time.

Letters of response should contain, at a minimum, the following information:

- Project name – **JAY ELEMENTARY SCHOOL SIDEWALKS - CEI**
- Consultants name and address
- Proposed responsible office for consultant
- Contact person, phone number, and e-mail address
- Statement regarding prequalification of consultant or proposed sub-consultants in advertised type of work
- Proposed key personnel and their proposed roles
- Sub-consultant(s) that may be used for the Project

Advertisement Dates: July 14, 2012 and July 21, 2012 and July 28, 2012

Board Approval: Proposed to be placed on the August 23, 2012 Board of County Commissioners meeting agenda.

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

JAY ELEMENTARY SCHOOL SIDEWALKS

General Assign CEI Services for Santa Rosa County

1.0 PURPOSE AND SCOPE:

This statement of work describes and defines the services which are required for the general engineering and inspection support of a contract to construct the JAY ELEMENTARY SCHOOL SIDEWALKS, in Santa Rosa County. Work assignments may include total construction engineering and inspection (CEI), contract administration services, surveying, sampling and testing oversight, plans review, constructability reviews, and compliance review.

The Consultant shall be responsible for providing services as defined in this Scope of Services. The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement, in accordance with standard engineering practices and local and state law.

2.0 LENGTH OF SERVICE:

The Consultant services for the Construction Contract shall begin upon written notification to proceed by the County, and shall terminate 30 days following the closeout of the Construction Contract.

The nominal term of the Construction Contract is 150 days from the notice to proceed. The County has the ability to extend the terms of the contract should need arise.

3.0 DEFINITIONS:

- A. **Construction Project Manager** shall mean the County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under the Agreement.
- B. **Consultant** shall mean the firm or company under contract with the County for administration of Construction Engineering and Inspection Services for the Project.
- C. **Construction Contract** shall mean the written agreement between the County and the Contractor settling forth the obligations of the parties thereto, including but not limited to the performance of work, furnishing of labor and materials, and the basis of payment.
- D. **Contractor** shall mean the individual, firm, or company contracting with the County for the construction of the Project.

E. **Agreement** shall mean the Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of work, furnishing of services and the basis of payment.

F. **Project** shall mean the JAY ELEMENTARY SCHOOL SIDEWALKS, Project.

4.0 ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT:

The County will furnish the following contract documents for the Project. These documents will be provided in paper format.

1. Construction Plans,
2. Special Provisions, if any, and
3. Copy of Executed Construction Contract and any revisions or addendums thereto once received.

5.0 ITEMS FURNISHED BY THE CONSULTANT:

A. Vehicles

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both side of the vehicle.

B. Field Equipment

The Consultant shall supply inspection equipment essential to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement. Hard hats shall have the name of the consulting firm visibly displayed. Appropriate reflective vests per FHWA standards shall be worn onsite at all times. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field equipment shall be maintained and in operational condition at all times.

C. Licensing for Equipment Operations

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the licenses and supporting documents available to the County for verification upon request.

6.0 LIASION:

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communication related to its responsibilities under this Agreement. The Construction Project Manager shall review and approve the Consultant's invoice approval requests, personnel approval requests, time extension requests, and Agreement amendment requests.

7.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all extensions thereof, the County will review various areas of Consultant operations, such as construction inspection and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon approval of the Construction Project Manager. County recommendations and Consultant responses or actions, or both, are to be properly documented by the Consultant. Consultant shall not be compensated for remedial actions, if any are required, undertaken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

1. Further subdivide assigned inspection responsibilities, or reassign inspection personnel, within one week of notification.
2. Replace personnel whose performance has been determined by the County to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
3. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
4. Increase the scope and frequency of training of the Consultant personnel.

8.0 REQUIREMENTS:

A. General

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the Project is constructed in substantial conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant shall observe the Contractor's work to determine the progress and quality of work, to identify discrepancies, to report significant discrepancies to the Construction Project Manager, and to direct the Contractor to correct such observed discrepancies.

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Administrative work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of his obligations under the Construction Contract.

B. On-site Inspection

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the Project is constructed in substantial conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work. Consultant shall be responsible for monitoring and inspection of Contractor's work zone traffic control plan and review of modifications to the work zone traffic control plan, including alternate work zone traffic control plan, in accordance with FDOT's procedures. Consultant's employees performing such services shall be qualified in accordance with the FDOT's procedure.

C. Sampling and Testing Oversight

The Consultant shall oversee sampling and testing of component materials and completed work undertaken by the Contractor in accordance with the construction contract documents. The minimum sampling frequencies set out in the plans and specifications shall be met. If a question arises regarding testing

frequency, FDOT's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's quality control activities at the Project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the Project for verification and acceptance.

Sampling, testing and laboratory methods shall be performed in accordance with FDOT's Standard Specifications, Supplemental Specifications or as monitored by the special provisions of the Construction Contract. Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done.

D. Engineering Services

The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the Project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the Project, and properly documenting all significant Project changes. The Consultant shall perform the following services:

1. Schedule and attend, within ten (10) days after the Notice to Proceed is rendered to Consultant, a Pre-Construction conference for the Project in accordance with County's procedure. The Consultant shall provide appropriate staff to attend and participate in the meeting. The Consultant shall record a complete and concise record of the proceedings of the meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days following the meeting. The Consultant shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy of the final negotiated staffing to the Construction Project Manager, either at this meeting or within seven (7) days.
2. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the Project. To verify compliance with a NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Storm

water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors”. The Consultant’s inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 “Final NPDES General Permits for Storm water Discharges from Construction Sites” and regulations adopted by the County.

3. Analyze problems that arise on the Project and proposals submitted by the Contractor, endeavor to resolve such issues, and process the necessary paperwork.
4. Produce reports, verify quantity calculations, field measure for payment purposed as needed to prevent delays in Contractor operations and ensure prompt processing of such information in order for the County to make timely payment to the Contractor.
5. Monitor each Contractor and subcontractor’s compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rate in accordance with FDOT’s procedures.
6. Provide an experienced Resident Compliance Specialist for surveillance of the Contractor’s compliance with the Construction Contract. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Action for the Contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, Subcontracts, and On The Job Training Requirements. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; and attend all compliance reviews and furnish the complete Project files for review.
7. Provide Public Information services as required to manage inquiries from the public, public officials, and the news media. Prepare any applicable notices for distribution to adjacent property owners. The Construction Project Manager shall approve all notices, brochures, responses to news media, etc., prior to release.
8. Prepare and submit to the Construction Project Manager monthly, a construction status report.

9. Video tape the pre-construction conditions throughout the Project limits. Provide a digital photo log or video of Project activities, with heavy emphasis on potential claim items or issues and on areas of actual or potential public controversy.
10. Photography. The Consultant shall have a digital camera for photographic documentation of noteworthy incidents or events to cover the following areas:
 - a. Pre-construction photographs
 - b. Normal and exceptional progress of work
 - c. Critical path activities
 - d. Accidents showing damage
 - e. Unsafe working conditions
 - f. Unusual construction techniques
 - g. Damaged equipment or materials
 - h. Any activity which may result in a claim

These photographs will be filed and maintained on the Consultant's computer. The taking of photographs shall begin the day prior to the start of construction and continue regularly throughout this Project. Photographs shall be taken the days scheduled for Conditional, Partial or Final Acceptance.

E. Plans Review, Construction Time and Construction Cost Development

Upon request, the Consultant shall be asked to provide assistance to the County in reviewing various County design plans for constructability and feasibility, the development of contract time and special provisions. They will coordinate design reviews with County Engineers. This will include, but not be limited to:

Review such items as utilities, Maintenance of Traffic, Construction Sequences and Phasing, Permit Requirements and Conditions, Quantities, and Equipment requirements. Note any items that may generate future problems on a proposed project. Determine the feasibility of construction equipment ingress, egress and placement at the work site.

The Consultant shall coordinate with the Contractor the most practical location for a layout area and Project sign placement. The Consultant will provide written comments on each review to the Construction Project Manager.

F. Contractor Schedule Review

The Consultant shall review designated contractor schedules for completeness and logic. A written report shall be provided to the Construction Project Manager.

G. EEO/DBE Affirmative Action Compliance

This task includes the coordination of the EEO/DBE/Affirmative Action Programs for this Project. The duties of the Compliance Officer include, but are not limited to, the following:

Assist the Project Engineer in monitoring the Contractor's compliance with contract requirements. Notify the Project Engineer when the Contractor is found to be in non-compliance. Prepare correspondence to the Contractor and County personnel with regards to any violation and/or non-compliance. Verify the Contractor's payrolls for format classification, pay scale, etc. Maintain filing system for payrolls and labor interviews. Maintain on-the-job training records. Verify the Contractor is providing necessary training with correct number of trainees listed for this Project. Make personal contacts with trainees on the job site at least once a month. Check jobsite at least once a month to verify bulletin board and posters adhere to the contract requirements. Set up and maintain main files according to the EEO Contract Administration Manual. Verify to DCCE that all necessary documents have been received for submission of Contractor's affidavit of payment. Ensure Contractor compliance with all Project related EEO requirements as outlined in the Equal Opportunity Contract Administration Manual.

H. Environmental Support Services

Elements of work include, but are not limited to, assisting construction personnel in compliance with environmental permit conditions, providing environmental expertise to construction personnel, preparation of NPDES permit

Notice of Intent packages, and preparing written reports detailing environmental status of construction Project permits.

I. Other Related Construction Management Duties

The Consultant shall perform other related duties to assist the County as requested in writing by the Construction Project Manager in addition to those listed here.

9.0 PERSONNEL:

A. General Requirements

The Consultant shall staff the Project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

B. Personnel Qualifications

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of the personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum salary, education, and experience. Personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified by the Consultant in the Agreement are to be assigned as proposed and are committed to performing services under this Agreement.

Personnel changes will require written approval from the County. Previously approved staff whose performance is unsatisfactory, shall be replaced by the Consultant within one week of County's notification.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to the minimum qualifications will be considered on an individual basis.

Project Engineer – a Civil Engineer degree and be registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience. Non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection

program; plan and organize the work of subordinate and staff members; develop and review policies, methods, practices, and procedures; and review programs for conformance with FDOT's standards. Qualifications should include: responsible for performing technical assignments in construction layout, making and checking engineering computations, inspecting construction work, and conducting field tests and coordinating and managing the lower level inspectors. Work is performed under the general supervision of the County.

Secretary/Clerk Typist – High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Project Engineer and their staff.

Environmental Specialist – A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences, or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a doctorate in one of the physical or natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State of Florida. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data. This person may be the same as the Project Engineer.

C. Staffing

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the Project. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been closed out. Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the Project, the

Consultant will be allowed ten (10) days maximum to also demobilize or relocate such forces.

10.0 QUALITY ASSURANCE (QA) PROGRAM:

A. Quality Review

The Consultant shall conduct a review to make certain his own organization is in compliance with the requirements cited in this Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The Consultant shall perform a QA review within the first two (2) months of the start of construction.

B. QA Plan

Within thirty (30) days after receiving award of the Agreement, the Consultant shall furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization to assure conformance with the Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

2. Quality Reviews:

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

3. Quality Records:

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

4. Control of Sub-consultants and Vendors:

The Consultant will detail the methods used to control sub-consultants and vendor quality.

5. Quality Assurance Certification

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and procedures.

C. Quality Records

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the City upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

11.0 VERIFICATION OF CONTRACT COMPLETION:

A. As-Built Plans Submittal

Prepare documentation and records in compliance with the Agreement, Consultant's approved QC Plan and FDOT's Procedures.

Review final as-built plans delivered to Consultant by Contractor, and thereafter submit three hard copies set and one digital of final as built plans documenting Contractor's work (one record set with two copies) to the Construction Project Manager as follows:

1. Within twenty (20) calendar days of final acceptance; or
2. Where all items of work are complete and conditional/partial acceptance is utilized (Plant establishment) for a period exceeding twenty (20) calendar days, the Consultant's verification of Contractor's performance

of that work will be due on the twentieth (20th) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the County at final acceptance detailing any necessary revisions to the pay items covered under the conditional/ partial acceptance.

12.0. AGREEMENT MANAGEMENT:

A. General

1. With each monthly invoice submittal, the Consultant will provide a reviewed and approved Status Report for the Agreement. This report will provide the Consultant's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per Agreement schedule for the prime Consultant and for each sub-consultant.
2. When the Consultant identifies a condition that will require an Amendment to the Agreement, the Consultant will communicate the need to the Construction Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the Amendment and all accompanying documentation to the Construction Project Manager for approval and further processing.
3. The Consultant for the Project shall be responsible for performing follow-up activities to determine the status of each Amendment submitted to the City.

B. Invoicing Instructions

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the County prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

13.0 SUBCONSULTANT SERVICES:

Upon written approval by the Construction Project Manager and the County, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials, testing, or specialized professional services.

14.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation or time, or both, after the Consultant has completed this Agreement, the Consultant shall, at the written request from the County, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through an amendment to this Agreement.

15.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Service shall apply.

16.0 THIRD PARTY BENEFICIARY:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

17.0 COUNTY AUTHORITY:

The County shall be the final authority in considering Contract modification of the Contractor for time, money or any other consideration.

18.0 E-VERIFY:

The consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Federal Provisions to be included in Local Agency Contracts:

TERMS FOR FEDERAL-AID CONTRACTS

The following terms apply to all contracts in which it is indicated in the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency, Florida Department of

Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Agency to enter into such litigation to protect the interests of the Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other

political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Agency in compliance with 2 CFR, Part 180, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Agency and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT
SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES**

375-040-62
PROCUREMENT
04/07

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
LETTERS OF RESPONSE (LOR)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

49 CFR Part 29 - Appendix B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions For Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

CERTIFICATION REGARDING LOBBYING

Certification For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

Approved by OMB

0348-0046

| | | | | | |
|---|--|---|---|--|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ | |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: | | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: | | |
| 6. Federal Department/Agency: | | | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | | |
| 8. Federal Action Number, if known: | | | 9. Award Amount, if known: \$ _____ | | |
| 10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i> | | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i> | | |
| 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | | | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | | |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | | | | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i> | | | | | |
| 15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| 16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | | |
| Federal Use Only: | | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) | | |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE PARTICIPATION STATEMENT

375-030-21
PROCUREMENT
10/01

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: _____

Consultant Name: _____

This consultant () is () is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____ %

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

| DBE Sub-Consultant | Type of Work/Commodity |
|--------------------|------------------------|
| | |
| | |
| | |
| | |
| | |
| | |

By: _____
Title: _____
Date: _____

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over \$60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

Name of Consultant

By:_____
Authorized Signature

Date